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SUITE 200
WASHINGTON, D.C.

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20006-2973

OF COUNSEL
URBAN A. LESTER

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October 11, 1995

18827-M
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Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of a Supplement No. 10 to Assignment and Security Agreement (Chattel Mortgage), dated as of October 11, 1995, a secondary document as defined in the Commission's Rules for Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Security Agreement dated as of May 31, 1994 duly filed with the Commission under Recordation Number 18827.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
3301 Rider Trail South
Earth City, Missouri 63045

Secured Party: Fleet Bank
56 East 42nd Street
New York, New York 10017

A description of the ¹⁸⁵~~125~~ railcars being ADDED to the Security Agreement is set forth on Schedule I attached to the Supplement No. 10.

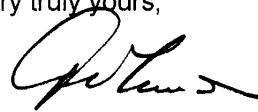
Counterparts - Kim Bateman

Mr. Vernon A. Williams
October 11, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

10/11/95

Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
913 Sixteenth St., NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/11/95 at 3:25PM, and assigned recordation number(s). 18827-M.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

) (0100811011)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

18827-M
1995-3-22 PM

**SUPPLEMENT NO. 10
TO ASSIGNMENT AND SECURITY AGREEMENT
(CHattel MORTGAGE)**

SUPPLEMENT No. 10 to the ASSIGNMENT AND SECURITY AGREEMENT (CHattel MORTGAGE) dated as of May 31, 1994, as amended by the Amendment to Security Agreement dated as of March 15, 1995 (the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and FLEET BANK, a New York banking corporation (the "Secured Party").

1. This Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Secured Party, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral. Any term defined in the Security Agreement (or in the Credit Agreement referred to therein) and used herein shall have the meaning as defined therein.

2. The Debtor has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, and does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign and grant to the Secured Party a security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations, all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs 2(a) and 2(b) hereof and all Proceeds thereof:

(a) All those certain railroad tank cars and covered hopper cars described on Schedule I hereto and made a part hereof (individually, an Item of Equipment, and collectively constituting Equipment, for purposes of the Security Agreement), together with all accessories, equipment, parts and appurtenances appertaining or attached to any such Equipment, whether now owned or at any time hereafter acquired by the Debtor, and all substitutions, replacements of, and

additions, improvements and accumulations to, any and all of said Equipment, together with all rents, issues, income, profits and avails therefrom and any and all Mileage Credits relating thereto and any and all Proceeds thereof.

(b) All right, title and interest of the Debtor in and to each and every Lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment described in paragraph 2(a) hereof, including, without limitation, the leases specified on Schedule I hereto (each such lease, including all amendments, supplements and schedules thereto, constituting an Assigned Lease for purposes of the Security Agreement), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due or to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments constituting Assigned Lease Proceeds for purposes of the Security Agreement), and otherwise in accordance with the provisions of the Security Agreement.

3. All provisions of the Security Agreement are hereby incorporated in this Supplement and made a part hereof. Schedule I hereto shall be deemed an addition to, and the properties described in paragraphs 2(a) and 2(b) hereof shall become part of, Schedule I to the Security Agreement. By their execution and delivery of this Supplement, the parties hereto hereby reaffirm all of the provisions of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have
executed and delivered this Supplement in one or more
counterparts as of this 11th day of October, 1995.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell
Title: Senior Vice
President

FLEET BANK

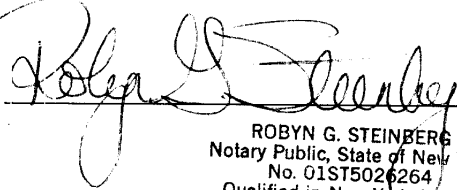
By: 

Name: John M. Tuohy
Title: Assistant Vice
President

[Signature Page to Supplement No. 10 to Fleet Security Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10th day of October, 1995, before me,
personally appeared Robert J. Mitchell, to me known, who
being by me duly sworn, says that he resides at Woodbury,
New York and is Senior Vice President Finance of ACF
INDUSTRIES, INCORPORATED; that said instrument was signed on
behalf of said corporation on the date hereof by authority
of its Board of Directors; and he acknowledged that the
execution of the foregoing instrument was the free act and
deed of said corporation.

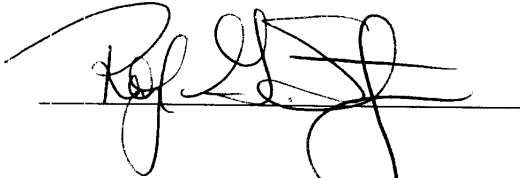


ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 10th day of October, 1995, before me,
personally appeared John M. Tuohy, to me known, who being by
me duly sworn, says that he resides at New York, New York
and is Assistant Vice President of FLEET BANK; that said
instrument was signed on behalf of said corporation on the
date hereof by authority of its Board of Directors; and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.



ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

Notary Public

06-Oct-95

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SCHEDULE 1
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	TOTAL CARS
ALLIED-SIGNAL, INC.	62110176	ACFX	57299
	62110176	ACFX	96571
	62110178	ACFX	85021
	62110178	ACFX	85055
	62110178	ACFX	85057
	62110178	ACFX	85059
	62110178	ACFX	85066
	62110179	ACFX	80204
	62110179	ACFX	80361
	62110180	ACFX	77358
	62110180	ACFX	77360
	62110181	ACFX	78876
	62110181	ACFX	78877
	62110181	ACFX	78878
	62110181	ACFX	78879
	62110181	ACFX	78882
	62110181	ACFX	78883
	62110181	ACFX	78884
	62110181	ACFX	78885
	62110181	ACFX	78886
	62110181	ACFX	78888
	62110181	ACFX	78889
	62110181	ACFX	78890
ALLIED-SIGNAL, INC.			23
AMERIGAS PROPANE, INC.	6043	ACFX	17175
AMERIGAS PROPANE, INC.			1
ARCO CHEMICAL COMPANY	6388	ACFX	19213
	6388	ACFX	19215
	6388	ACFX	19231
	6388	ACFX	19240
	6388	ACFX	19244
	6388	ACFX	19250
	6388	ACFX	19275
	6388	ACFX	19278
	6388	ACFX	19285
	6388	ACFX	19388
	6388	ACFX	19403
	6388	ACFX	19404
ARCO CHEMICAL COMPANY			12
BUNGE CORPORATION	5935	ACFX	52553
	5935	ACFX	52978
	5935	ACFX	53722
	5935	ACFX	55254
BUNGE CORPORATION			4
CARGILL INC	6057	ACFX	86790
CARGILL INC			1
C F INDUSTRIES INCORPORATED	6476	ACFX	81704
C F INDUSTRIES INCORPORATED			1

SCHEDULE 1
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	TOTAL CARS
CHINOOK GROUP	6312	ACFX 19292	
CHINOOK GROUP			1
E I DUPONT DE NEMOURS AND C	00020214	ACFX 49736	
E I DUPONT DE NEMOURS AND C			1
ENGELHARD CORPORATION	77300057	ACFX 53051	
	77300057	ACFX 53168	
	77300057	ACFX 54251	
	77300057	ACFX 56159	
ENGELHARD CORPORATION			4
EXXON CHEMICAL AMERICAS	67860050	ACFX 86387	
	67860050	ACFX 86388	
	67860050	ACFX 86389	
	67860050	ACFX 86390	
	67860050	ACFX 86391	
	67860050	ACFX 86392	
	67860051	ACFX 86393	
	67860051	ACFX 86394	
EXXON CHEMICAL AMERICAS			8
FMC CORPORATION	08000G	ACFX 87953	
	08000G	ACFX 87954	
	08000G	ACFX 87955	
FMC CORPORATION			3
FORMOSA PLASTICS CORPORATIO	08000C	ACFX 57468	
FORMOSA PLASTICS CORPORATIO			1
FLINT INK CORPORATION	6397	ACFX 88165	
	6397	ACFX 88166	
	6464	ACFX 13525	
	6464	ACFX 13530	
FLINT INK CORPORATION			4
SCM GLIDCO ORGANICS CORP.	40560008	ACFX 14790	
SCM GLIDCO ORGANICS CORP.			1
GRAIN PROCESSING CORP	6145	ACFX 58660	
GRAIN PROCESSING CORP			1
AMOCO CANADA PETROLEUM CO	6412	ACFX 18757	
AMOCO CANADA PETROLEUM CO			1
WESTWAY TRADING CORPORATION	4063	ACFX 84785	
WESTWAY TRADING CORPORATION			1
IBP INC.	0966	ACFX 78232	
	0966	ACFX 87943	
IBP INC.			2
ALEXANDER CHEMICAL CORP	6481	ACFX 86229	
ALEXANDER CHEMICAL CORP			1
JONES-HAMILTON CO.	6295	ACFX 75131	
	6295	ACFX 75132	
	6295	ACFX 75134	
JONES-HAMILTON CO.			3
KERR-MCGEE CORPORATION	69710068	ACFX 89513	
	69710068	ACFX 89532	

SCHEDULE 1
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	TOTAL CARS
	69710068	ACFX	89534
	69710068	ACFX	89538
KERR-MCGEE CORPORATION			4
PIONEER AMERICAS, INC.	46990021	ACFX	89959
PIONEER AMERICAS, INC.			1
CABOT CORPORATION	6384	ACFX	88251
	6384	ACFX	88255
	6384	ACFX	88469
	6384	ACFX	88471
	6384	ACFX	88472
CABOT CORPORATION			5
MONTELL USA INC.	48740017	ACFX	57326
	48740017	ACFX	96180
	48740017	ACFX	96925
MONTELL USA INC.			3
PVS TECHNOLOGIES	6447	ACFX	75146
PVS TECHNOLOGIES			1
BAYER CORPORATION	08000D	ACFX	87750
BAYER CORPORATION			1
MOBIL OIL CORPORATION	50400064	ACFX	54561
	50400064	ACFX	56069
	50400064	ACFX	56072
	50400064	ACFX	56076
	50400064	ACFX	57755
MOBIL OIL CORPORATION			5
CXY CHEMICALS CANADA LTD.	6392	ACFX	77491
	6392	ACFX	88253
CXY CHEMICALS CANADA LTD.			2
OLIN CORPORATION	62530196	ACFX	99367
OLIN CORPORATION			1
REXENE COMPANY	50570027	ACFX	86035
	50570027	ACFX	86039
REXENE COMPANY			2
RWC INC	08000S	ACFX	88504
RWC INC			1
ROHM & HAAS COMPANY	6039	ACFX	96649
	6039	ACFX	96650
ROHM & HAAS COMPANY			2
MIDWEST AGRI COMMODITIES	5776	ACFX	82175
MIDWEST AGRI COMMODITIES			1
SOLVAY MINERALS, INC.	6370	ACFX	86954
	6370	ACFX	86964
	6370	ACFX	86979
	6370	ACFX	89094
	6370	ACFX	89951
SOLVAY MINERALS, INC.			5
QUANTUM CHEMICAL CORPORATIO	3066	ACFX	57021
	3066	ACFX	57340

SCHEDULE 1
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	TOTAL CARS
QUANTUM CHEMICAL CORPORATIO CP RAIL	3066	ACFX 57385	4
	3066	ACFX 96325	
	6161	ACFX 46212	
	6161	ACFX 47028	
	6161	ACFX 47047	
CP RAIL CHEVRON CHEMICAL COMPANY CHEVRON CHEMICAL COMPANY DEGUSSA CORPORATION	6161	ACFX 47105	4
	65140007	ACFX 84287	
	60230001	ACFX 46901	
	60230001	ACFX 46903	
	60230001	ACFX 46906	
DEGUSSA CORPORATION ALBEMARLE CORPORATION ALBEMARLE CORPORATION ALBEMARLE CORP ALBEMARLE CORP K. W. PLASTICS K. W. PLASTICS ICI AMERICAS INC.	60230001	ACFX 47175	7
	60230001	ACFX 47362	
	60230001	ACFX 47381	
	60230001	ACFX 47394	
	5178	ACFX 63531	
ICI AMERICAS INC. KEMMAG L. C. KEMMAG L. C. MARTIN MARIETTA UTILITY SER	6399	ACFX 78893	1
	6177	ACFX 56073	
	6473	ACFX 86378	
	6473	ACFX 86380	
	6473	ACFX 86383	
MARTIN MARIETTA UTILITY SER OGLEBAY NORTON OGLEBAY NORTON EVANS CLAY COMPANY	6473	ACFX 86385	5
	6473	ACFX 86386	
	6362	ACFX 75101	
	6437	ACFX 89081	
	6437	ACFX 89082	
MARTIN MARIETTA UTILITY SER OGLEBAY NORTON OGLEBAY NORTON EVANS CLAY COMPANY	6437	ACFX 89083	1
	6437	ACFX 89085	
	6437	ACFX 89086	
	6320	ACFX 60708	
	6320	ACFX 61206	
OGLEBAY NORTON EVANS CLAY COMPANY	6404	ACFX 42607	2
	6404	ACFX 42608	
	6404	ACFX 42609	
	6404	ACFX 42610	
	6404	ACFX 42611	
EVANS CLAY COMPANY	6404	ACFX 42639	
	6404	ACFX 42640	

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SCHEDULE 1
(TO SECURITY AGREEMENT)
EQUIPMENT AND LEASES

LESSEE	CONTRACT/ RIDER	CAR IDENT	TOTAL CARS
	6404	ACFX 42641	
EVANS CLAY COMPANY			8
ROQUETTE AMERICA, INC	6330	ACFX 200001	
	6330	ACFX 200002	
	6330	ACFX 200003	
	6330	ACFX 200004	
	6330	ACFX 200005	
	6330	ACFX 200006	
	6330	ACFX 200007	
	6330	ACFX 200009	
	6330	ACFX 200010	
	6330	ACFX 200011	
	6330	ACFX 200012	
	6330	ACFX 200016	
	6330	ACFX 200017	
	6330	ACFX 200018	
	6330	ACFX 200026	
ROQUETTE AMERICA, INC			15
PROCTOR AND GAMBLE MFG CO	96750239	ACFX 42619	
	96750239	ACFX 42620	
	96750239	ACFX 42621	
	96750239	ACFX 42622	
	96750239	ACFX 42623	
	96750239	ACFX 42624	
	96750239	ACFX 42625	
	96750239	ACFX 42626	
	96750239	ACFX 42627	
	96750239	ACFX 42628	
	96750239	ACFX 42629	
	96750239	ACFX 42630	
	96750239	ACFX 42631	
	96750239	ACFX 42632	
	96750239	ACFX 42633	
	96750239	ACFX 42634	
PROCTOR AND GAMBLE MFG CO			16
BARRETTS MINERALS	6442	ACFX 42613	
	6442	ACFX 42615	
BARRETTS MINERALS			2
WEAVER POPCORN	6303	ACFX 42593	
	6303	ACFX 42594	
	6303	ACFX 42598	
	6303	ACFX 42599	
WEAVER POPCORN			4
TOTAL			185